



MEMO ENDORSED

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January 5, 2021

via ECF

Honorable Denise L. Cote
United States District Judge
United States Courthouse
500 Pearl Street, Room 1040
New York, NY 10007

The motion to seal is granted.
1.6.2021


DENISE COTE
United States District Judge

**RE: *Syngenta Crop Protection, LLC v. Ins. Co. of N. Am., et al.*,
No. 18-CV-715 (DLC)**
MOTION TO FILE DOCUMENTS UNDER SEAL

Dear Judge Cote:

We represent the defendants, Insurance Company of North America, Inc., Century Indemnity Company, and ACE Property Casualty Insurance Company (hereinafter collectively “INA Companies”) in this action.

We are writing pursuant to Rule 8 of Your Honor’s Rules to request that the Court permit the INA Companies to file redacted versions of their Brief in Support of Defendants’ Motion to Confirm Arbitration Award and the Declaration of Robert F. Walsh in support of that same motion and to file a copy of the Arbitration Award under seal.

By way of brief background, this action concerns a dispute relating to a settlement agreement formed in 1999 (the “1999 Settlement Agreement”) between the INA Companies and their affiliates, on the one hand, and plaintiff Syngenta Crop Protection LLC’s (“Syngenta”) predecessor in interest, Ciba-Geigy Corporation, and its affiliates on the other hand. By Order dated March 29, 2018 [DE32], the Court stayed this action in favor of arbitration. The parties proceeded to arbitration (the “Arbitration”), and, on January 6, 2020, the sole arbitrator, Kenneth Feinberg (the “Arbitrator”), issued a Final Award. The INA Companies now seek to confirm the Final Award. For the reasons discussed below, the INA Companies request that the Court permit them to file redacted versions of certain filings and to file the Final Award under seal.

The 1999 Settlement Agreement contains a provision requiring the parties and their successors to maintain the agreement as strictly confidential. Since the date the agreement was

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signed, the parties thereto, including the INA Companies and Syngenta, have all carefully sought to preserve the confidentiality of the agreement, including during prior, unrelated litigation between Syngenta and other insurance companies. To the best of the INA Companies' knowledge, with one limited exception,¹ no portion of the 1999 Settlement Agreement has ever been publicly disclosed.

This Court previously granted the INA Companies' motion to file under seal a redacted copy of the 1999 Settlement Agreement. [DE20] The INA Companies made that request when they filed a motion to stay in favor of arbitration. The INA Companies wish to maintain the confidentiality of the 1999 Settlement Agreement to the greatest extent possible in connection with their impending Motion to Confirm Arbitration Award. In addition, because the Arbitration focused on the 1999 Settlement Agreement and was otherwise conducted as a confidential proceeding, and because the Final Award contains a detailed discussion of certain terms of the Settlement Agreement and evidence related thereto, the INA Companies also seek to maintain the confidentiality of the Arbitration, including the Final Award.

To that end, the INA Companies request that the Court permit them to: (1) file redacted versions of (a) their Brief in Support of Defendants' Motion to Confirm Arbitration Award; and (b) the Declaration of Robert F. Walsh in support of that same motion; and (2) file the Final Award under seal.

Pursuant to Your Honor's Emergency Rules relating to Covid-19, we are not hand delivering to chambers a copy of the Final Award that we propose to file under seal. Please let us know if Your Honor would like us to email a courtesy copy to chambers. If Your Honor has any questions, we will make ourselves available for a conference at the Court's convenience.

Thank you for your consideration of this correspondence.

Respectfully submitted,

WHITE AND WILLIAMS LLP



BY: Robert F. Walsh

Enclosures

cc: Counsel for Plaintiff Syngenta (via ECF)

¹ A few pages of the agreement appear in an unsealed filing INA made in 2011 when it petitioned this Court to confirm an arbitration award in a prior arbitration between INA and Syngenta. The only portions disclosed were the first page of the agreement, the pages containing the confidentiality and arbitration provisions, and the signature pages. *INA v. Syngenta Crop Protection, LLC*, No. 11-CV-7736 (LBS), Docket entry no. 1. This material was filed on the public docket after Judge Hellerstein denied an application by INA to seal its Petition to Confirm the arbitration award.

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

SYNGENTA CROP PROTECTION LLC,	:	
	:	
Plaintiff,	:	
	:	
-against-	:	
	:	No. 18-CV-715 (DLC)
INSURANCE COMPANY OF NORTH	:	
AMERICA, INC., CENTURY	:	
INDEMNITY COMPANY, AND ACE	:	
PROPERTY & CASUALTY INSURANCE	:	
COMPANY,	:	
	:	
Defendants.	:	

ORDER

AND NOW, this ____ day of _____, 2021, upon consideration of the Defendants’ Motion to Seal, it is hereby ORDERED that said Motion is GRANTED. Defendants may file redacted versions of their Brief in Support of Motion to Confirm Arbitration Award and the Declaration of Robert F. Walsh in Support of Defendants’ Motion to Confirm Arbitration Award. In addition, Defendants may file under seal a copy of the Final Award. Such documents shall be filed under seal and shall remain confidential and under seal until further order of this Court.

UNITED STATES DISTRICT COURT

J.